

Recording Requested By:
Kaiser Aluminum & Chemical Corporation
When Recorded, Mail To:
Department of Toxic Substances Control
Region 2
700 Heinz Avenue, Suite 200
Berkeley, CA 94710
Attention: Barbara J. Cook, P.E., Chief
North Coast Cleanup Operations Branch

COVENANT
TO RESTRICT USE OF PROPERTY

Kaiser Center for Technology
Storm Drain and Reed Ditch Areas
6177 Sunol Boulevard
Pleasanton, California

This Covenant and Agreement ("Covenant") is made on the
18 day of May, 1996 by Kaiser Aluminum & Chemical
Corporation ("Covenantor"), who is the owner of record of
certain property situated in Pleasanton, County of Alameda,
State of California, described in Exhibit "A" attached
hereto and incorporated herein by this reference (the
"Property"), and by the Department of Toxic Substances
Control (the "Department"). The Property includes the "Reed
Ditch" and the "Storm Drain" as those terms are used in this
Covenant. Covenantor and the Department desire and intend
that in order to protect the present and future public
health and safety, the Property shall be used in such a

1 manner as to avoid potential harm to persons or property
2 which may result from hazardous substances which have been
3 deposited on the Property.

4
5 ARTICLE I

6 STATEMENT OF FACTS

7 1.01 Description of contamination. Beginning about
8 1969, the property known as 6177 Sunol Boulevard,
9 Pleasanton, California, was used by the Kaiser Aluminum &
10 Chemical Corporation as a research and laboratory facility
11 known as the Kaiser Center for Technology. During the
12 course of that time, certain chemicals, including
13 polychlorinated biphenyls ("PCBs"), tetrachloroethene
14 ("PCE"), trichloroethene, petroleum hydrocarbons and lead,
15 were released into soil and, in some cases, groundwater. As
16 of the date of recordation of this Covenant, the Department
17 is overseeing the remediation of the Kaiser Center for
18 Technology to cleanup levels determined by the Department in
19 accordance with applicable federal and state law
20 requirements.

21
22 1.02 Health Effects. PCBs and petroleum hydrocarbons
23 which exceed residential cleanup levels remain on the
24 Property. The potential routes of exposure to these
25 contaminants at this Property are through dermal contact and
26 ingestion of soil and sediment from the Reed Ditch and the
27

1 Storm Drain; and inhalation of dust and particulates from
2 soil in the Reed Ditch and the Storm Drain. Contaminated
3 soil in the Reed Ditch area above the cleanup level for PCBs
4 and petroleum hydrocarbons established for unlimited use at
5 the site remain on the Property. The Storm Drain which
6 discharges surface water from the Property to the Reed Ditch
7 may contain PCBs and petroleum hydrocarbons above their
8 cleanup levels. The potential routes of exposure to these
9 contaminants should be minimized or eliminated. The
10 potential human health effects resulting from exposure to
11 PCBs is as follows: Polychlorinated biphenyls ("PCBs")
12 (Aroclor 1260) is moderately toxic if exposed through
13 ingestion or skin contact. Adverse effects from exposures
14 to PCBs include chloracne, impairment of liver function, a
15 variety of neurobehavioral and affective symptoms, and minor
16 birth abnormalities. PCBs are a suspected human carcinogen.

17
18 1.03 Surrounding Land Use. The Property is currently
19 zoned for industrial use. The surrounding off-site area has
20 been developed for light-industrial complexes and single
21 residential dwellings. The nearest commercial area is
22 located along Sunol Boulevard, north of the Site. The
23 nearest home is across Sunol Boulevard and approximately 800
24 feet east of the Site. Village High School is located one
25 mile northeast of the Site. There are no nursing homes,
26 day-care centers, or hospitals located within a one-mile

radius.

ARTICLE II

GENERAL PROVISIONS

2.01 Provisions to Run with the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively referred to as "Restrictions"), upon and subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and all of the Restrictions shall run with the land, and pass with each and every portion of the Property, and shall apply to, inure to the benefit of, and bind the respective successors in interest of Covenantor. Each and all of the Restrictions are imposed upon the entire Property unless expressly stated as applicable to a specific portion of the Property. Each and all of the Restrictions are imposed pursuant to Health and Safety Code Sections 25355.5 and 25356.1 and run with the land pursuant to Health and Safety Code Section 25355.5. Each and all of the Restrictions are for the benefit of and enforceable by the Department.

2.02 Concurrence of Owners Presumed. All purchasers, lessees, or possessors of any portion of the Property shall be deemed by their purchase, leasing, or possession of such Property, to be in accord with the foregoing and to agree

1 for and among themselves, their heirs, successors,
2 assignees, agents, sublessees and the agents and lessees of
3 such owners, heirs, successors, and assignees, that the
4 Restrictions as herein established must be adhered to for
5 the benefit of future Owners and Occupants and that their
6 interest in the Property shall be subject to the
7 Restrictions contained herein.
8

9 2.03 Incorporation into Deeds and Leases. Covenantor
10 desires and covenants that the Restrictions set out herein
11 shall be incorporated by reference in each and all deeds and
12 leases of any portion of the Property.
13

14 ARTICLE III

15 DEFINITIONS

16 3.01 Department. "Department" shall mean the
17 California Department of Toxic Substances Control and shall
18 include its successor agencies, if any.
19

20 3.02 Improvements. "Improvements" shall mean all
21 buildings, roads, driveways, regrading, and paved parking
22 areas, constructed or placed upon any portion of the
23 Property.
24

25 3.03 Occupant(s). "Occupant(s)" shall mean those
26 persons entitled by ownership, leasehold, or other legal
27

1 relationship to the right to occupy any portion of the
2 Property.

3
4 3.04 Owner(s). "Owner(s)" shall mean the Covenantor
5 or its successors in interest, including heirs and assigns,
6 who hold title to all or any portion of the Property.

7
8 ARTICLE IV

9 DEVELOPMENT, USE, AND CONVEYANCE OF THE PROPERTY

10 4.01 Restrictions on Development and Use. Covenantor
11 promises to restrict the use of the Property as described in
12 said Exhibit A as follows:

- 13
14 a. Property shall be restricted to commercial or
15 industrial uses. No other use of the property
16 shall be allowed without the prior written
17 approval of the Department.
- 18
19 b. Residential development for human habitation shall
20 not be permitted on the Property.
- 21
22 c. Hospitals or health clinics shall not be permitted
23 on the Property.
- 24
25 d. Day-care centers for either children or senior
26 citizens shall not be permitted on the Property.

- e. Schools for children under 21 years of age shall not be permitted on the Property.
- f. No drilling for drinking water, oil, or gas shall be permitted on the Property. No Owner(s) or Occupant(s) of the Property shall extract, utilize, consume or permit to be consumed any surface or ground water without prior written approval of the Department.
- g. Subdivision of the Property is forbidden, except as allowed under California Health and Safety Code Section 25232(a)(2) and (b)(2).
- h. The Owner(s)/Occupant(s) shall not conduct any activities which would cause a potential threat to public health and safety.
- i. As required by the Department, the Owner(s) shall monitor the soil and surface water to determine the effectiveness of any remedy implemented at the Property and report the monitoring results to the Department. In addition, if monitoring detects contamination at levels which may pose a threat to public health, safety or welfare or to the environment, the Owner(s) shall submit a plan of

1 correction for the Department's approval.

2
3 j. The Owner(s) grants the Department an easement to
4 the Property for inspection, surveillance,
5 monitoring, maintenance, and other activities
6 consistent with the purposes of this covenant as
7 deemed necessary by the Department in order to
8 protect the public health and safety.

9
10 k. No Owner(s) or Occupant(s) of the Property or any
11 portion thereof shall permit or allow soils
12 excavated or regraded on the Property to be used
13 for fill or otherwise on any other Property
14 without prior approval from the Department. This
15 provision shall not restrict the right of any
16 Owner(s) or Occupant(s) to excavate and lawfully
17 dispose of soil at an authorized offsite disposal
18 facility in accordance with applicable legal
19 requirements.

20
21 l. Prior to sale, lease, or rental, the Owner(s) and
22 Occupant(s) shall give written notice to
23 purchasers, lessees, and tenants stating that
24 there is residual contamination as specified in
25 California Health & Safety Code Section 25359.7.
26
27

1 4.02 Conveyance of Property. The Owner(s) shall
2 provide a thirty (30) days advance notice to the Department
3 of any sale, lease or other conveyance of the Property or an
4 interest in the Property to a third person. The Department
5 shall not, by reason of the Covenant, have authority to
6 approve, ~~disapprove~~, or otherwise affect any sale, lease, or
7 other conveyance of the Property except as otherwise
8 provided by law, by administrative order, or by reason of
9 this Covenant.

10
11 4.03 Enforcement. Failure of the Owner(s) to comply
12 with any of the requirements, as set forth in Section 4.01,
13 shall be grounds for the Department, by reason of the
14 Covenant, to require that the Owner(s) comply with this
15 Covenant and modify or remove any improvements constructed
16 in violation of Section 4.01. Violation of the Covenant
17 shall be grounds for the Department to file civil and
18 criminal actions against the Owner(s) as provided by law.

19
20 4.04 Notice in Agreements. All Owners and Occupants
21 shall execute a written instrument which shall accompany all
22 purchase, lease, sublease, or rental agreements relating to
23 the Property. The instrument shall contain the following
24 statement:
25
26
27

1 "The land described herein contains hazardous
2 substances. Such condition renders the land and the
3 owner, lessee, or other possessor of the land subject
4 to requirements, restrictions, provisions, and
5 liabilities contained in Chapter 6.5 and Chapter 6.8 of
6 Division 2.0 of the California Health and Safety Code as
7 made applicable to this Property by a specific Covenant
8 of Deed Restriction, a copy of which is attached hereto
9 and incorporated herein by reference. This statement
10 is not a declaration that a hazard exists."
11

12 ARTICLE V

13 VARIANCE AND TERMINATION

14 5.01 Variance. Any Owner(s) or, with the Owner(s)'
15 written consent, any Occupant of the Property or any portion
16 thereof may apply to the Department for a written variance
17 from the provisions of this Covenant. Such application
18 shall be made in accordance with California Health & Safety
19 Code Section 25233 or successor statutes.
20

21 5.02 Termination. Any Owner(s) or, with the Owner(s)'
22 written consent, any Occupant of the Property or a portion
23 thereof may apply to the Department for a termination of the
24 Restrictions as they apply to all or any portion of the
25 Property. Such application shall be made in accordance with
26 California Health & Safety Code Section 25234 or successor
27

1 statutes.

2
3 5.03 Term. Unless modified or terminated in
4 accordance with Sections 5.01 or 5.02 above, by law or
5 otherwise, this Covenant shall continue in effect in
6 perpetuity.

7
8 ARTICLE VI

9 MISCELLANEOUS

10 6.01 No Dedication Intended.. Nothing set forth herein
11 shall be construed to be a gift or dedication, or offer of a
12 gift or dedication, of the Property or any portion thereof
13 to the general public or for any purposes whatsoever.

14
15 6.02 Notices. Whenever any person gives or serves any
16 notice, demand, or other communication with respect to this
17 Covenant, each such notice, demand, or other communication
18 shall be in writing and shall be deemed effective 1) when
19 delivered, if personally delivered to the person being
20 served or to an officer of a corporate party being served or
21 official of a government agency being served, or 2) three
22 (3) business days after deposit in the mail if mailed by
23 United States mail, postage paid certified, return receipt
24 requested:

To: "Covenantor"

Kaiser Aluminum & Chemical Corporation
6177 Sunol Boulevard
Pleasanton, California 94566

Copy to:

Department of Toxic Substances Control
Region 2
700 Heinz Avenue, Suite 200
Berkeley, California 94710
Attention: Barbara C. Cook, P.E., Chief
North Coast Cleanup Operations Branch

6.03 Partial Invalidity. If any portion of the Restrictions or terms set forth herein is determined to be invalid for any reason, the remaining portion shall remain in full force and effect as if such portion had not been included herein.

6.04 Article Headings Headings at the beginning of each numbered article of this Covenant are solely for the convenience of the parties and are not a part of the Covenant.

6.05 Recordation. This instrument shall be executed by the Covenantor and by the North Coast Cleanup Operations Branch Chief, California Department of Toxic Substances Control. This instrument shall be recorded by the Covenantor in the County of Alameda within ten (10) days of the date of execution.

1 IN WITNESS WHEREOF, the parties execute this Covenant as of
2 the date set forth above.

3
4 KAISER ALUMINUM &
OWNER: CHEMICAL CORPORATION

5 By: [Signature]

6 Title: VICE PRESIDENT

7 Date: April 23, 1996

8
9
10 DEPARTMENT OF TOXIC SUBSTANCES CONTROL

11 By: [Signature]

12 Barbara J. Cook, Chief

13 North Coast Cleanup Operations Branch

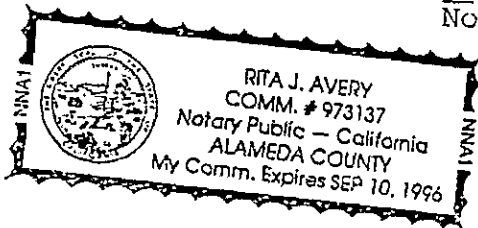
14 Date: May 18, 1996

1 STATE OF CALIFORNIA)
 2 COUNTY OF Alameda)
 3
 4
 5

6 On April 23, 1996 before me, a Notary Public in and
 7 for State of California, personally appeared JOSEPH A. BONN
 8 personally known to me or proved to me on the basis of
 9 satisfactory evidence to be the person whose name is
 10 subscribed to the within instrument and acknowledged to me
 11 that he/she executed the same in his/her authorized
 12 capacity, and that by his/her signature on the instrument
 13 the person, or the entity upon behalf of which the person
 14 acted, executed the instrument.

15 WITNESS my hand and official seal.
 16
 17

18 Rita J. Avery
 19 Notary's Signature
 20
 21



1 STATE OF CALIFORNIA)

2 COUNTY OF _____)

3
4 On _____, 1996 before me, a Notary Public in
5 and for State of California, personally appeared Barbara J.
6 Cook, personally known to me or proved to me on the basis of
7 satisfactory evidence to be the person whose name is
8 subscribed to the within instrument and acknowledged to me
9 that she executed the same in her authorized capacity, and
10 that by her signature on the instrument, the Department of
11 Toxic Substances Control executed the instrument.

12
13 WITNESS my hand and official seal.

14
15 See attached certificate
16 Notary's Signature
17
18
19
20
21
22
23
24
25
26
27

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

96125031

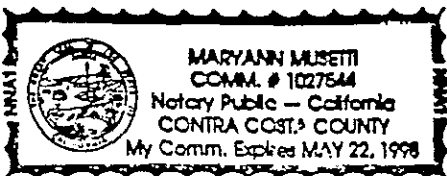
State of California

County of Contra Costa

On May 18, 1996 before me, MaryAnn Musetti, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Barbara J. Cook
Name(s) of Signer(s)

☐ personally known to me - OR - ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

MaryAnn Musetti
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Covenant of Deed Restriction

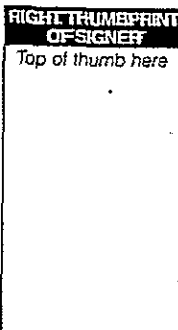
Document Date: May 18, 1996 Number of Pages: 15

Signer(s) Other Than Named Above: Joseph A. Bonn

Capacity(ies) Claimed by Signer(s)

Signer's Name: Barbara J. Cook

- ☐ Individual
- ☐ Corporate Officer
 Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☒ Other: Chief

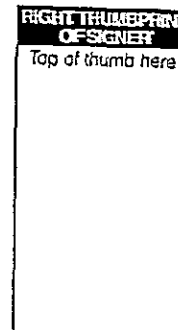


Signer Is Representing:

Dept. of Toxic
Substances Control

Signer's Name: _____

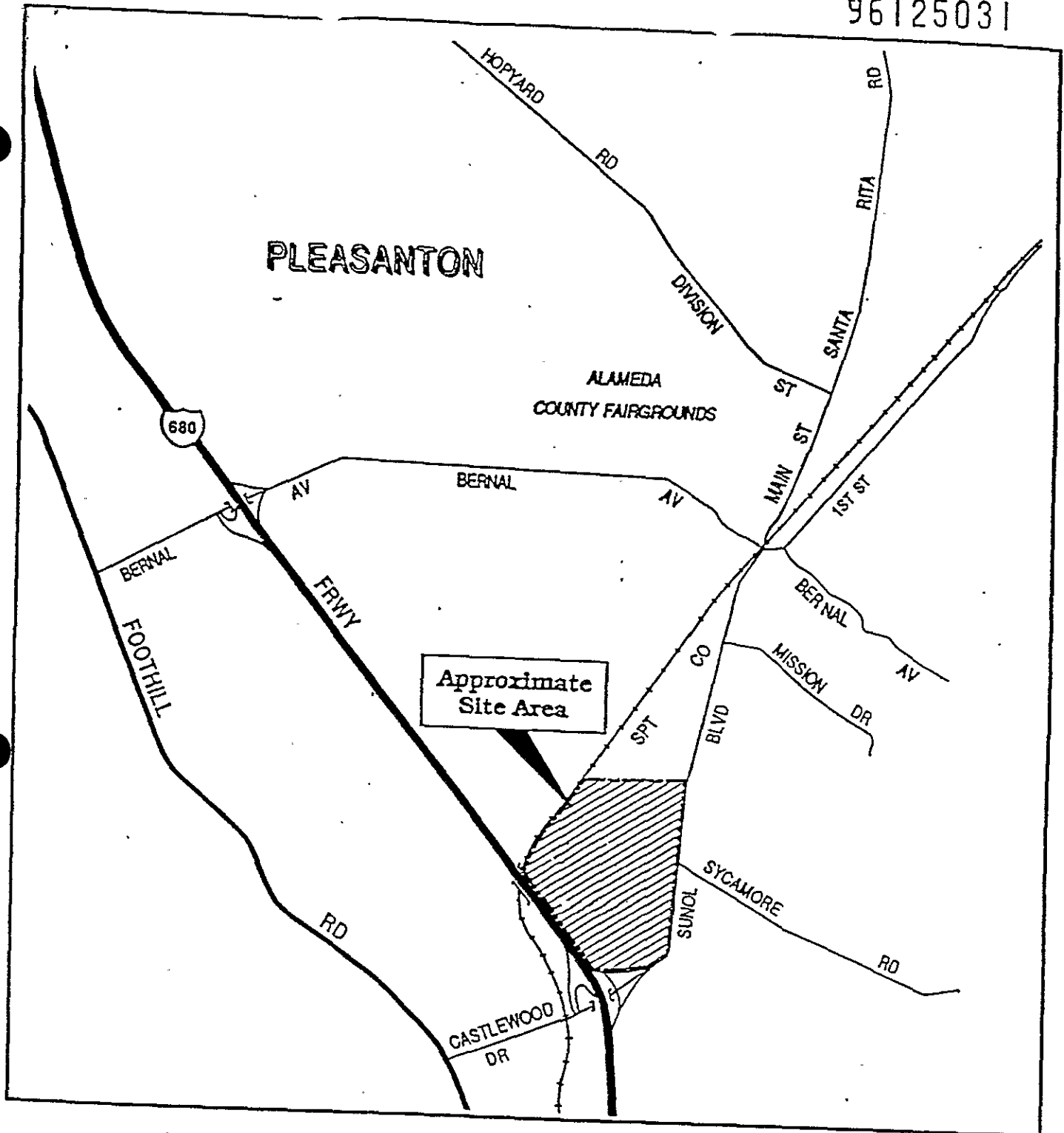
- ☐ Individual
- ☐ Corporate Officer
 Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____



Signer Is Representing:

EXHIBIT A

Site Map and Legal Descriptions



Modified from:
Thomas Brothers map, 1986

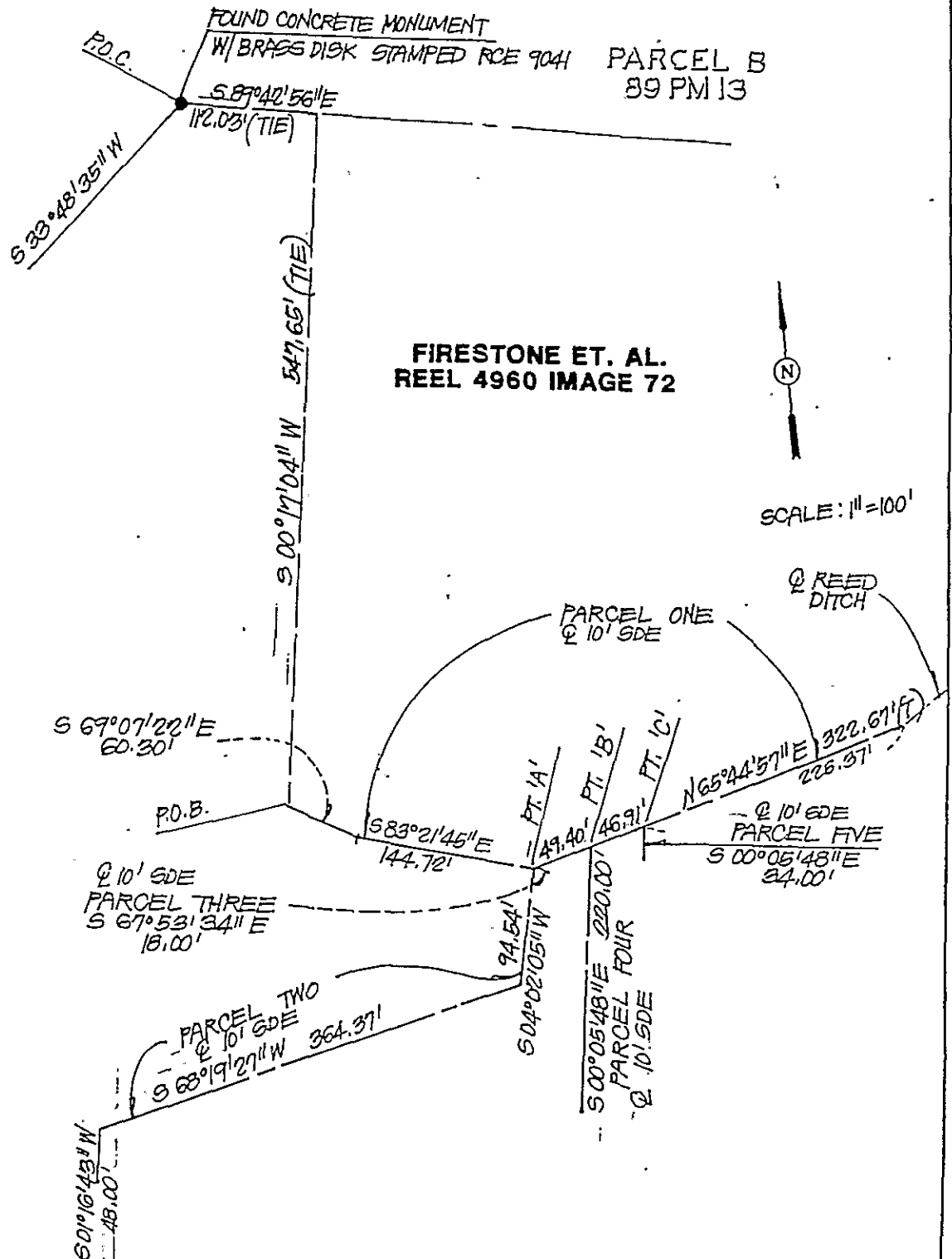


0 1/2 1 MILE

Figure 1 : SITE LOCATION MAP

96125031

Storm Drain Area



PLAT TO ACCOMPANY LEGAL DESCRIPTION
STORM DRAIN EASEMENTS
KAISER CENTER FOR TECHNOLOGY
PLEASANTON, CALIFORNIA
NOV. 1995



**Carlson, Barbee
& Gibson, Inc.**

CIVIL ENGINEERS • SURVEYORS • PLANNERS

2000 CROW CANYON PLACE, SUITE 250
SAN RAMON, CA 94583

TEL (510) 866-0322
FAX (510) 866-8578

NOVEMBER 1, 1995
JOB NO.: 90165-00

LEGAL DESCRIPTION
STORM DRAIN EASEMENT
KAISER CENTER FOR TECHNOLOGY
PLEASANTON, CALIFORNIA

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF PLEASANTON, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT CERTAIN DEED, RECORDED JULY 18, 1977 IN REEL 4960 OF OFFICIAL RECORDS, IMAGE 72, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF ALAMEDA, COMPRISED OF FIVE PARCELS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL ONE

BEING A STRIP OF LAND TEN (10.00) FEET IN WIDTH, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERN CORNER OF SAID PARCEL OF LAND, SAID NORTHWESTERN CORNER BEING MARKED BY A CONCRETE MONUMENT AND BRASS DISK, STAMPED "R.E. 9041";

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE NORTHERN LINE OF SAID PARCEL OF LAND, SOUTH 89°42'56" EAST 112.03 FEET;

THENCE, LEAVING SAID NORTHERN LINE, SOUTH 00°17'04" WEST 547.65 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, SOUTH 69°07'22" EAST 60.30 FEET;

THENCE, SOUTH 83°21'45" EAST 144.72 FEET TO A POINT HEREINAFTER REFERRED TO AS "POINT A";

THENCE, NORTH 65°44'57" EAST 49.40 FEET TO A POINT HEREINAFTER REFERRED TO AS "POINT B";

THENCE, NORTH 65°44'57" EAST 46.91 FEET TO A POINT HEREINAFTER REFERRED TO AS "POINT C";

THENCE, NORTH 65°44'57" EAST 226.37 FEET TO A POINT IN THE CENTERLINE OF REED DITCH AND THE POINT OF TERMINUS FOR THIS PARCEL;

96125031

LEGAL DESCRIPTION
PAGE TWO

NOVEMBER 1, 1995
JOB NO.: 90165-00

PARCEL TWO

BEING A STRIP OF LAND TEN (10.00) FEET IN WIDTH, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE HEREINABOVE REFERRED TO "POINT A";

THENCE, FROM SAID POINT "A", SOUTH 04°02'05" WEST 94.54 FEET;

THENCE, SOUTH 68°19'27" WEST 364.37 FEET;

THENCE, SOUTH 01°16'43" WEST 48.00 FEET TO THE POINT OF TERMINUS FOR THIS PARCEL;

PARCEL THREE

BEING A STRIP OF LAND TEN (10.00) FEET IN WIDTH, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE HEREINABOVE REFERRED TO "POINT A";

THENCE, FROM SAID POINT "A", SOUTH 67°53'34" EAST 18.00 FEET TO THE POINT OF TERMINUS FOR THIS PARCEL;

PARCEL FOUR

BEING A STRIP OF LAND TEN (10.00) FEET IN WIDTH, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE HEREINABOVE REFERRED TO "POINT B";

THENCE, FROM SAID POINT "B", SOUTH 00°05'48" EAST 220.00 FEET TO THE POINT OF TERMINUS FOR THIS PARCEL;

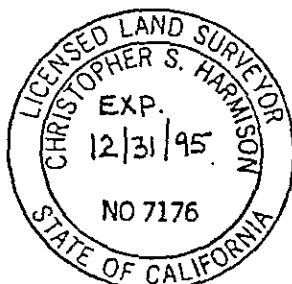
PARCEL FIVE

BEING A STRIP OF LAND TEN (10.00) FEET IN WIDTH, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE HEREINABOVE REFERRED TO "POINT C";

THENCE, FROM SAID POINT "C", SOUTH 00°05'48" EAST 34.00 FEET TO THE POINT OF TERMINUS FOR THIS PARCEL;

END OF DESCRIPTION



Christopher S. Harmison
CHRISTOPHER S. HARMISON
L.S. NO. 7176
EXPIRES: DECEMBER 31, 1995

PARCEL 1 96125031
89 PM 13

FOUND CONCRETE
MONUMENT W/BRASS
DISK STAMPED
RCE 9041

P.D.C.

133°48'35"E
92.40'

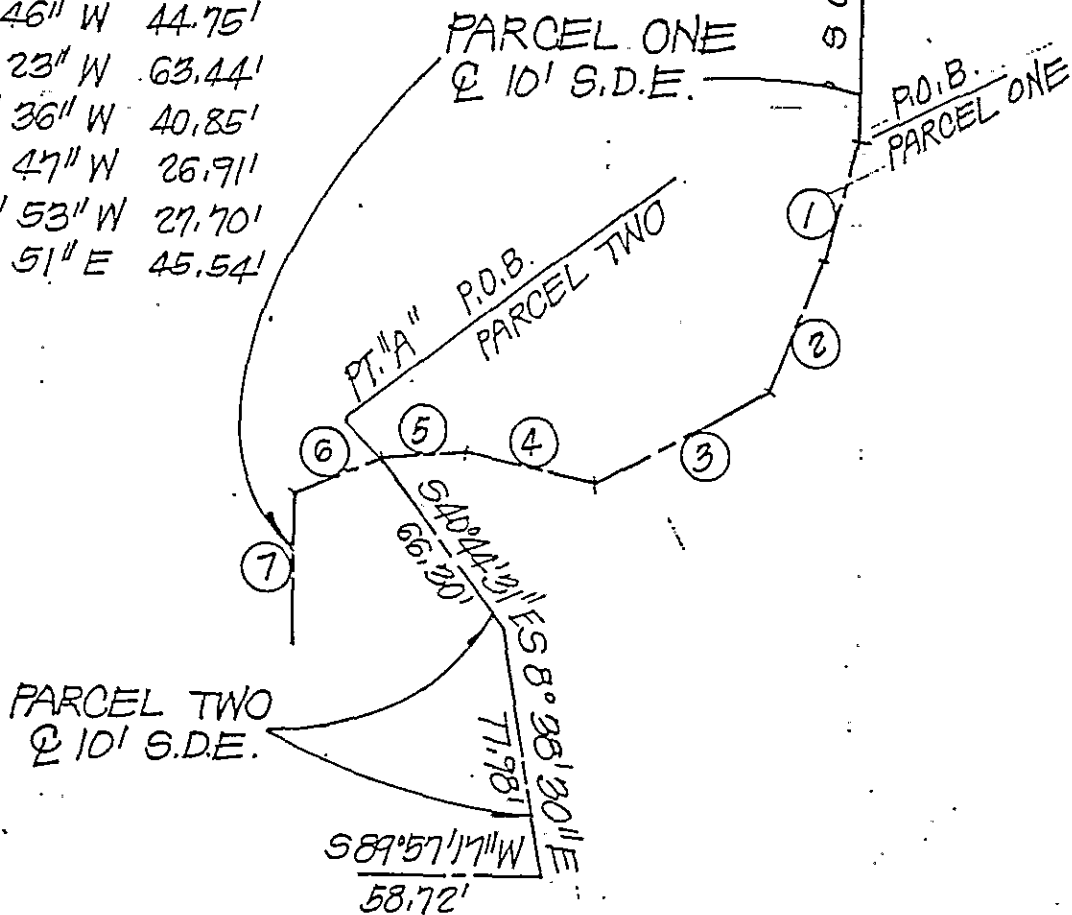
S 89°42'56"E
509.28'

FIRESTONE ET. AL.
REEL 4960 IMAGE 72

N

SCALE: 1"=60'

- ① S 18°49'59" W 36.60'
- ② S 20°02'46" W 44.75'
- ③ S 59°36'23" W 63.44'
- ④ N 78°23'36" W 40.85'
- ⑤ S 80°02'47" W 26.91'
- ⑥ S 70°34'53" W 27.70'
- ⑦ S 00°18'51" E 45.54'



PLAT TO ACCOMPANY LEGAL DESCRIPTION

STORM DRAIN EASEMENTS
KAISER CENTER FOR TECHNOLOGY

PLEASANTON, CALIFORNIA
MARCH, 1996



Carlson, Barbee
& Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS

2000 CROW CANYON PLACE, SUITE 250
SAN RAMON, CA 94583

TEL (510) 866-0322
FAX (510) 866-2572

96125031

P.O.C.
PARCEL THREE
N33°48'35"E
92.40'

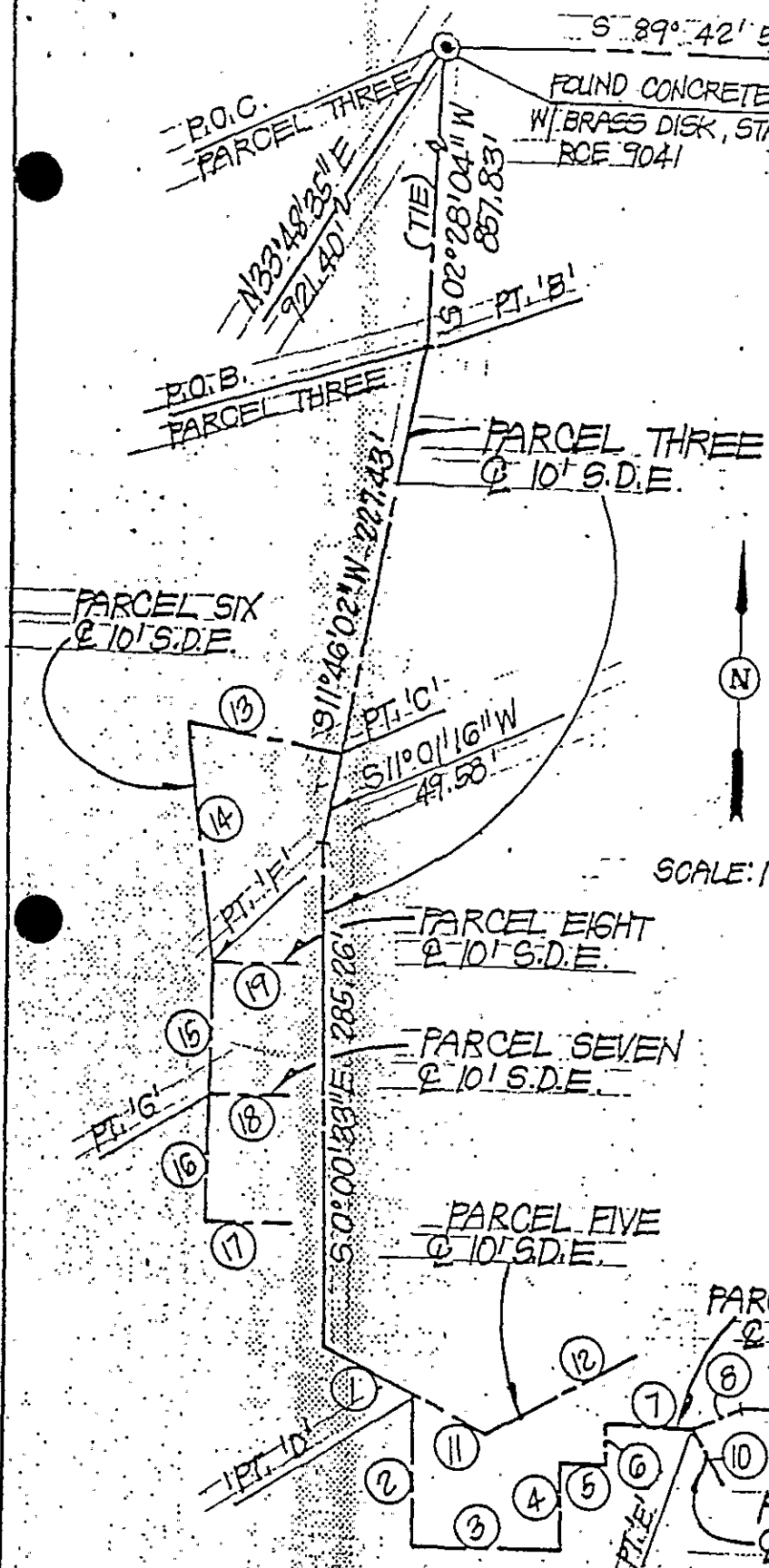
S 89° 42' 56" E
FOUND CONCRETE MONUMENT
W/ BRASS DISK, STAMPED
RCE 9041

PARCEL B
89 PM.13

FIRESTONE ET. AL
REEL 4960 IMAGE 72

- ① S 63° 26' 29" E 54.58'
- ② S 00° 03' 45" W 82.66'
- ③ N 89° 53' 29" E 86.60'
- ④ N 01° 29' 40" W 46.29'
- ⑤ N 89° 53' 53" E 24.69'
- ⑥ N 00° 01' 05" E 18.02'
- ⑦ S 86° 43' 59" E 52.35'
- ⑧ N 61° 33' 21" E 25.26'
- ⑨ N 85° 47' 26" E 58.50'
- ⑩ S 14° 23' 09" E 37.01'
- ⑪ S 63° 26' 29" E 48.23'
- ⑫ N 59° 51' 59" E 103.98'
- ⑬ N 82° 24' 55" W 84.62'
- ⑭ S 05° 08' 10" E 134.34'
- ⑮ S 00° 00' 39" W 72.03'
- ⑯ S 00° 00' 39" W 68.34'
- ⑰ S 89° 37' 55" E 48.05'
- ⑱ N 88° 25' 59" E 47.76'
- ⑲ S 89° 16' 57" E 47.95'

SCALE: 1"=100'



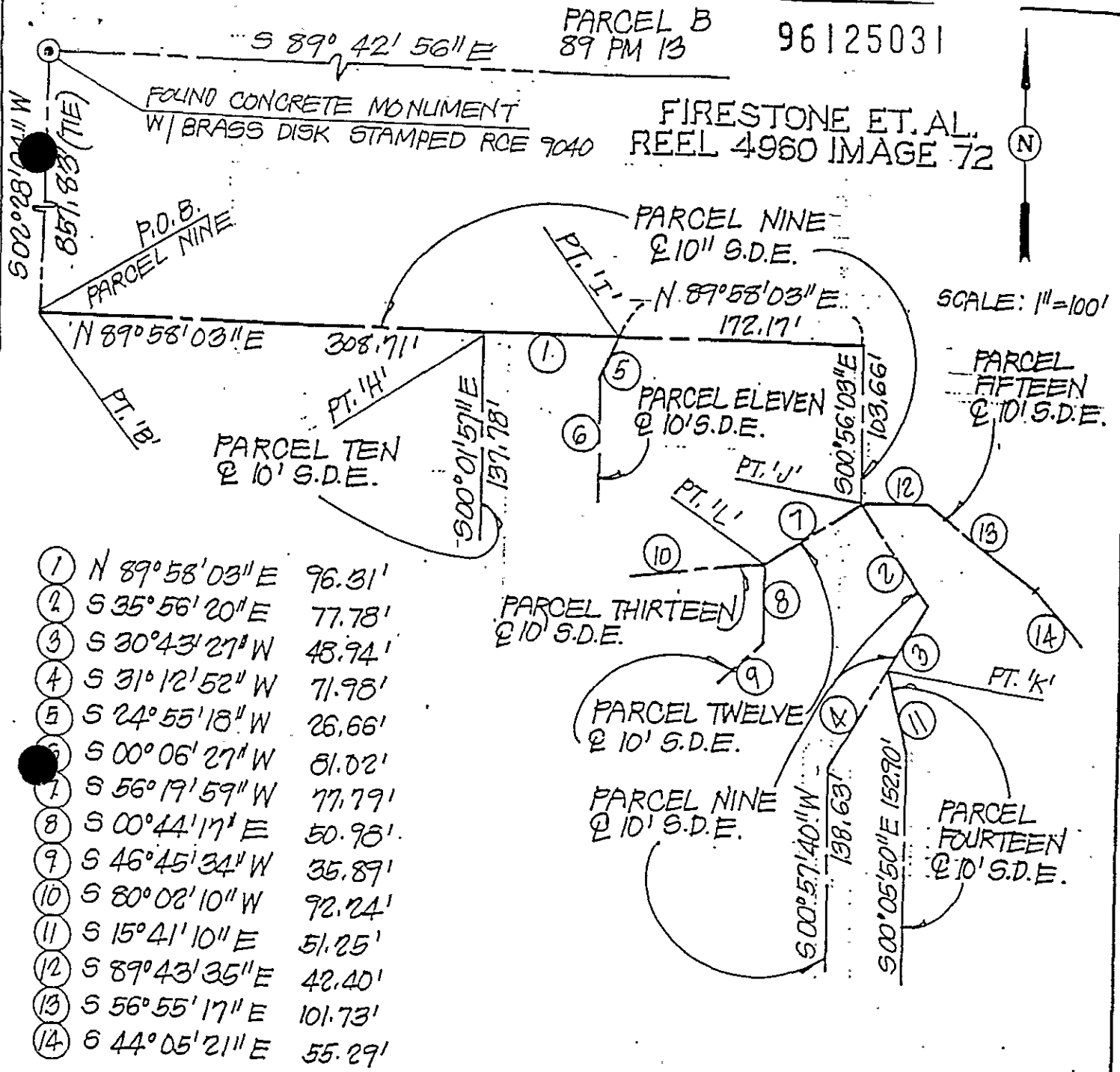
PLAT TO ACCOMPANY LEGAL DESCRIPTION
STORM DRAIN EASEMENTS
KAISER CENTER FOR TECHNOLOGY



Carlson, Barbee
& Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS

PLEASANTON, CALIFORNIA

MARCH, 1996



PLAT TO ACCOMPANY LEGAL DESCRIPTION
STORM DRAIN EASEMENTS
KAISER CENTER FOR TECHNOLOGY
PLEASANTON, CALIFORNIA
MARCH, 1996

cbg Carlson, Barbee & Gibson, Inc.
 CIVIL ENGINEERS • SURVEYORS • PLANNERS

2008 CROW CANYON PLACE, SUITE 268
 SAN RAMON, CA 94583

TEL (510) 866-0322
 FAX (510) 866-6578

MARCH 21, 1996
JOB NO.: 90165-00

LEGAL DESCRIPTION
STORM DRAIN EASEMENTS
KAISER CENTER FOR TECHNOLOGY
PLEASANTON, CALIFORNIA

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF PLEASANTON, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT CERTAIN DEED, RECORDED JULY 18, 1977 IN REEL 4960 OF OFFICIAL RECORDS, IMAGE 72, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF ALAMEDA, COMPRISED OF FIFTEEN PARCELS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL ONE

BEING A STRIP OF LAND TEN (10.00) FEET IN WIDTH, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERN CORNER OF SAID PARCEL OF LAND, SAID NORTHWESTERN CORNER BEING MARKED BY A CONCRETE MONUMENT AND BRASS DISK, STAMPED "R.E. 9041";

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE NORTHERN LINE OF SAID PARCEL OF LAND, SOUTH 89°42'56" EAST 509.28 FEET;

THENCE, LEAVING SAID NORTHERN LINE, SOUTH 00°17'04" WEST 1,296.60 FEET TO THE POINT OF BEGINNING FOR THIS PARCEL;

THENCE, FROM SAID POINT OF BEGINNING, SOUTH 18°49'59" WEST 36.60 FEET;

THENCE, SOUTH 20°02'46" WEST 44.75 FEET;

THENCE, SOUTH 59°36'23" WEST 63.44 FEET;

THENCE, NORTH 78°23'36" WEST 40.85 FEET;

THENCE, SOUTH 80°02'47" WEST 26.91 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A";

THENCE, SOUTH 70°34'53" WEST 27.70 FEET;

THENCE, SOUTH 00°18'51" EAST 45.54 FEET TO THE POINT OF TERMINUS FOR THIS PARCEL;

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PARCEL TWO

BEING A STRIP OF LAND TEN (10.00) FEET IN WIDTH, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE HEREINABOVE REFERRED TO POINT "A";

THENCE, FROM SAID POINT OF BEGINNING, SOUTH 40°44'31" EAST 66.30 FEET;

THENCE, SOUTH 08°38'30" EAST 77.98 FEET;

THENCE, SOUTH 89°57'17" WEST 58.72 FEET TO THE POINT OF TERMINUS FOR THIS PARCEL;

PARCEL THREE

BEING A STRIP OF LAND TEN (10.00) FEET IN WIDTH, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT SAID NORTHWESTERN CORNER OF SAID PARCEL OF LAND BEING MARKED BY SAID CONCRETE MONUMENT AND BRASS DISK STAMPED "R.E. 9041";

THENCE, FROM SAID POINT OF COMMENCEMENT, SOUTH 02°28'04" WEST 857.83 FEET TO THE POINT OF BEGINNING FOR THIS PARCEL, SAID POINT HEREINAFTER REFERRED TO AS POINT "B";

THENCE, FROM SAID POINT OF BEGINNING, SOUTH 11°46'02" WEST 227.43 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "C";

THENCE, SOUTH 11°01'16" WEST 49.58 FEET;

THENCE, SOUTH 00°00'33" EAST 285.26 FEET;

THENCE, SOUTH 63°26'29" EAST 54.58 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "D";

THENCE, SOUTH 00°03'45" WEST 82.66 FEET;

THENCE, NORTH 89°58'29" EAST 86.60 FEET;

THENCE, NORTH 01°29'40" WEST 46.29 FEET;

THENCE, NORTH 89°58'58" EAST 24.69 FEET;

THENCE, NORTH 00°01'05" EAST 18.02 FEET;

THENCE, SOUTH 86°43'59" EAST 52.35 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "E";

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THENCE, NORTH $61^{\circ}33'21''$ EAST 25.26 FEET;

THENCE, NORTH $85^{\circ}47'36''$ EAST 58.50 FEET TO THE POINT OF TERMINUS
FOR THIS PARCEL;

PARCEL FOUR

BEING A STRIP OF LAND TEN (10.00) FEET IN WIDTH, THE CENTER LINE
OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE HEREINABOVE REFERRED TO POINT "E";

THENCE, FROM SAID POINT OF BEGINNING, SOUTH $14^{\circ}23'09''$ EAST 37.01
FEET TO THE POINT OF TERMINUS FOR THIS PARCEL;

PARCEL FIVE

BEING A STRIP OF LAND TEN (10.00) FEET IN WIDTH, THE CENTER LINE
OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE HEREINABOVE REFERRED TO POINT "D";

THENCE, FROM SAID POINT OF BEGINNING, SOUTH $63^{\circ}26'29''$ EAST 48.23
FEET;

THENCE, NORTH $59^{\circ}51'59''$ EAST 103.98 FEET TO THE POINT OF TERMINUS
FOR THIS PARCEL;

PARCEL SIX

BEING A STRIP OF LAND TEN (10.00) FEET IN WIDTH, THE CENTER LINE
OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE HEREINABOVE REFERRED TO POINT "C";

THENCE, FROM SAID POINT OF BEGINNING, NORTH $82^{\circ}24'55''$ WEST 84.62
FEET;

THENCE, SOUTH $08^{\circ}08'10''$ EAST 134.34 FEET TO A POINT HEREINAFTER
REFERRED TO AS POINT "F";

THENCE, SOUTH $00^{\circ}00'39''$ WEST 72.03 FEET TO A POINT HEREINAFTER
REFERRED TO AS POINT "G";

THENCE, SOUTH $00^{\circ}00'39''$ WEST 68.34 FEET;

THENCE, SOUTH $89^{\circ}37'55''$ EAST 48.05 FEET TO THE POINT OF TERMINUS
FOR THIS PARCEL;

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PARCEL SEVEN

BEING A STRIP OF LAND TEN (10.00) FEET IN WIDTH, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE HEREINABOVE REFERRED TO POINT "G";

THENCE, FROM SAID POINT OF BEGINNING, NORTH 88°25'59" EAST 47.76 FEET TO THE POINT OF TERMINUS FOR THIS PARCEL;

PARCEL EIGHT

BEING A STRIP OF LAND TEN (10.00) FEET IN WIDTH, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE HEREINABOVE REFERRED TO POINT "F";

THENCE, FROM SAID POINT OF BEGINNING, SOUTH 89°16'57" EAST 47.95 FEET TO THE POINT OF TERMINUS FOR THIS PARCEL;

PARCEL NINE

BEING A STRIP OF LAND TEN (10.00) FEET IN WIDTH, THE CENTER LINE WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE HEREINABOVE REFERRED TO POINT "B";

THENCE, FROM SAID POINT OF BEGINNING, NORTH 89°58'03" EAST 308.71 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "H";

THENCE, NORTH 89°59'17" EAST 96.31 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "I";

THENCE, NORTH 89°57'21" EAST 172.17 FEET;

THENCE, SOUTH 00°56'03" EAST 103.66 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "J";

THENCE, SOUTH 35°56'20" EAST 77.78 FEET;

THENCE, SOUTH 30°43'27" WEST 48.94 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "K";

THENCE, SOUTH 31°12'52" WEST 71.98 FEET;

THENCE, SOUTH 00°57'40" WEST 138.63 FEET TO THE POINT OF TERMINUS FOR THIS PARCEL;

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PARCEL TEN

BEING A STRIP OF LAND TEN (10.00) FEET IN WIDTH, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE HEREINABOVE REFERRED TO POINT "H";

THENCE, FROM SAID POINT OF BEGINNING, SOUTH $00^{\circ}01'57''$ EAST 137.78 FEET TO THE POINT OF TERMINUS FOR THIS PARCEL;

PARCEL ELEVEN

BEING A STRIP OF LAND TEN (10.00) FEET IN WIDTH, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE HEREINABOVE REFERRED TO POINT "I";

THENCE, FROM SAID POINT OF BEGINNING, SOUTH $24^{\circ}55'18''$ WEST 26.66 FEET;

THENCE, SOUTH $00^{\circ}06'27''$ WEST 81.02 FEET TO THE POINT OF TERMINUS FOR THIS PARCEL;

PARCEL TWELVE

BEING A STRIP OF LAND TEN (10.00) FEET IN WIDTH, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE HEREINABOVE REFERRED TO POINT "J";

THENCE, FROM SAID POINT OF BEGINNING, SOUTH $56^{\circ}19'59''$ WEST 77.79 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "L";

THENCE, SOUTH $00^{\circ}44'17''$ EAST 50.98 FEET;

THENCE, SOUTH $46^{\circ}45'34''$ WEST 35.89 FEET TO THE POINT OF TERMINUS FOR THIS PARCEL;

PARCEL THIRTEEN

BEING A STRIP OF LAND TEN (10.00) FEET IN WIDTH, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE HEREINABOVE REFERRED TO POINT "L";

THENCE, FROM SAID POINT OF BEGINNING, SOUTH $80^{\circ}02'10''$ WEST 92.24 FEET TO THE POINT OF TERMINUS FOR THIS PARCEL;

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PARCEL FOURTEEN

BEING A STRIP OF LAND TEN (10.00) FEET IN WIDTH, THE CENTER LINE
OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE HEREINABOVE REFERRED TO POINT "K";

THENCE, FROM SAID POINT OF BEGINNING, SOUTH 15°41'10" EAST 51.25
FEET;

THENCE, SOUTH 00°05'50" EAST 152.90 FEET TO THE POINT OF TERMINUS
FOR THIS PARCEL.

PARCEL FIFTEEN

BEING A STRIP OF LAND TEN (10.00) FEET IN WIDTH, THE CENTER LINE
OF WHICH IS DESCRIBED AS FOLLOWS:

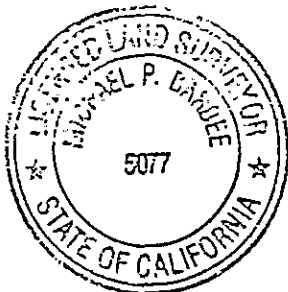
BEGINNING AT THE HEREINABOVE REFERRED TO POINT "J";

THENCE, FROM SAID POINT OF BEGINNING, SOUTH 89°43'35" EAST 42.40
FEET;

THENCE, SOUTH 56°55'17" EAST 101.73 FEET;

THENCE, SOUTH 44°05'21" EAST 55.29 FEET TO THE POINT OF TERMINUS
FOR THIS PARCEL.

END OF DESCRIPTION

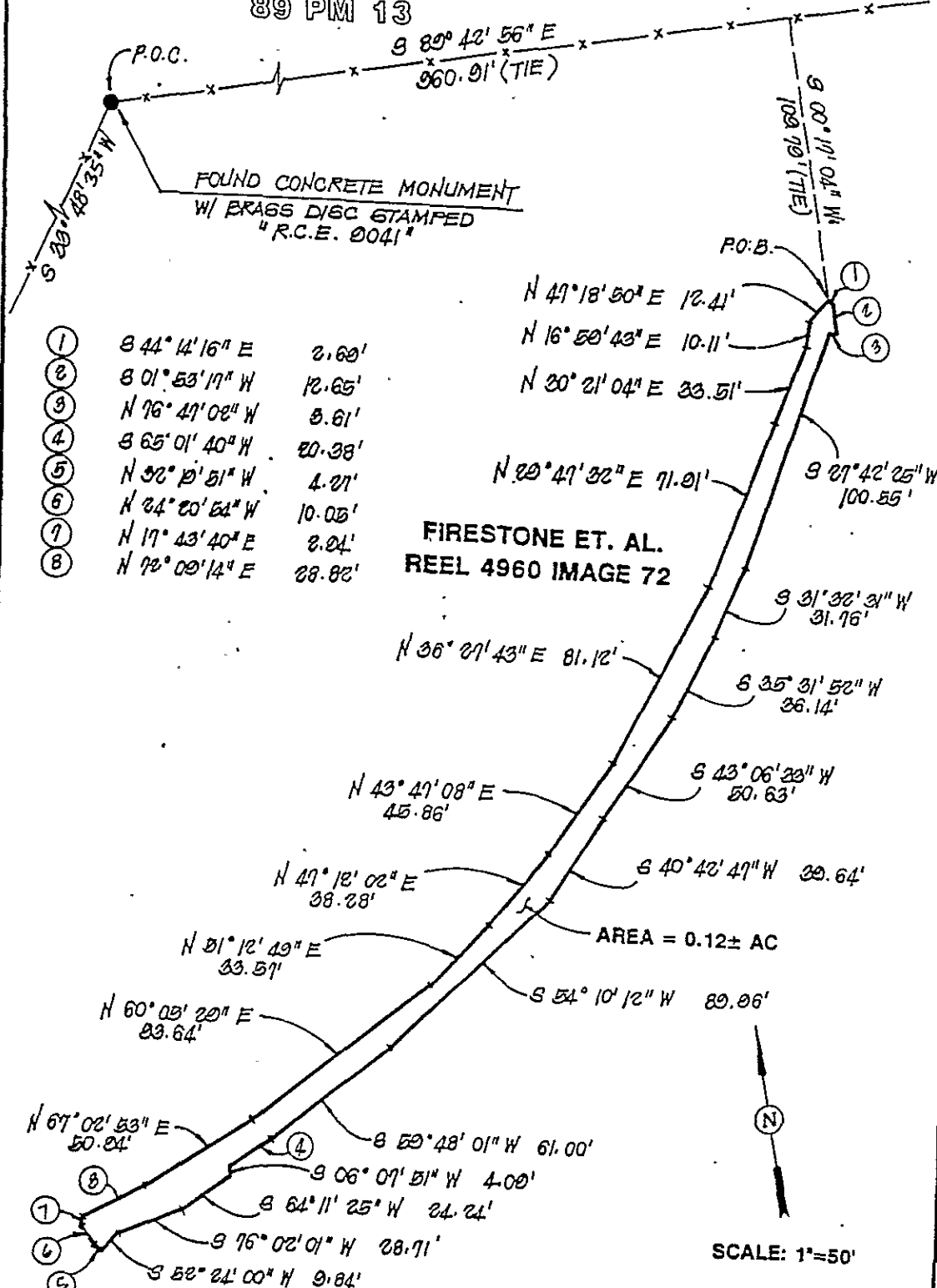


Michael P. Barbee
MICHAEL P. BARBEE
L.S. NO. 5077
EXPIRES: JUNE 30, 1999

96125031

Feed Ditch Area

PARCEL A
89 PM 13



- | | | |
|---|-----------------|--------|
| ① | S 44° 14' 16" E | 2.60' |
| ② | S 01° 53' 17" W | 12.65' |
| ③ | N 76° 47' 02" W | 5.61' |
| ④ | S 65° 01' 40" W | 20.38' |
| ⑤ | N 32° 30' 51" W | 4.27' |
| ⑥ | N 24° 20' 54" W | 10.05' |
| ⑦ | N 17° 43' 40" E | 2.24' |
| ⑧ | N 72° 09' 14" E | 28.82' |

FIRESTONE ET. AL.
REEL 4960 IMAGE 72

PLAT TO ACCOMPANY LEGAL DESCRIPTION
REED DITCH



CARLSON, BARBREE, GIBSON & COVERT, INC.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
2000 CROW CANYON PLACE, SUITE 350
SAN RAMON, CALIFORNIA 94583
TELEPHONE (415) 8 - 0322, FAX (415) 866-8575

MAY 29, 1991
JOB NO.: 90165-00

LEGAL DESCRIPTION
REED DITCH
KAISER DEVELOPMENT
PLEASANTON, CALIFORNIA

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF PLEASANTON, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT CERTAIN DEED, RECORDED JULY 18, 1977 IN REEL 4960 OF OFFICIAL RECORDS, IMAGE 72, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF ALAMEDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERN CORNER OF SAID PARCEL OF LAND, SAID NORTHWESTERN CORNER BEING A CONCRETE MONUMENT AND BRASS DISC, STAMPED, "R.E. 9041";

THENCE FROM SAID POINT OF COMMENCEMENT, ALONG THE NORTHERN LINE OF SAID PARCEL OF LAND, SOUTH $89^{\circ}42'56''$ EAST 960.91 FEET;

THENCE, LEAVING SAID NORTHERN LINE, SOUTH $00^{\circ}17'04''$ WEST 109.79 FEET TO THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, SOUTH $44^{\circ}14'16''$ EAST 2.69 FEET;

THENCE, SOUTH $01^{\circ}53'17''$ EAST 12.65 FEET;

THENCE, NORTH $76^{\circ}47'02''$ WEST 3.61 FEET;

THENCE, SOUTH $27^{\circ}42'25''$ WEST 100.55 FEET;

THENCE, SOUTH $31^{\circ}32'31''$ WEST 31.76 FEET;

THENCE, SOUTH $35^{\circ}31'52''$ WEST 36.14 FEET;

THENCE, SOUTH $43^{\circ}06'33''$ WEST 50.63 FEET;

THENCE, SOUTH $40^{\circ}42'47''$ WEST 39.64 FEET;

THENCE, SOUTH $54^{\circ}10'12''$ WEST 89.96 FEET;

THENCE, SOUTH $59^{\circ}48'01''$ WEST 61.00 FEET;

THENCE, SOUTH $65^{\circ}01'40''$ WEST 20.38 FEET;

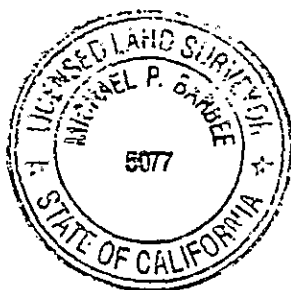
THENCE, SOUTH $06^{\circ}07'51''$ WEST 4.09 FEET;

LEGAL DESCRIPTION
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THENCE, SOUTH 64°11'25" WEST 24.24 FEET;
THENCE, SOUTH 76°02'01" WEST 28.71 FEET;
THENCE, SOUTH 52°24'00" WEST 9.84 FEET;
THENCE, NORTH 32°19'51" WEST 4.27 FEET;
THENCE, NORTH 24°20'54" WEST 10.05 FEET;
THENCE, NORTH 17°43'40" EAST 2.94 FEET;
THENCE, NORTH 72°09'14" EAST 28.82 FEET;
THENCE, NORTH 67°02'53" EAST 50.94 FEET;
THENCE, NORTH 60°05'29" EAST 93.64 FEET;
THENCE, NORTH 51°12'49" EAST 33.57 FEET;
THENCE, NORTH 47°12'02" EAST 38.28 FEET;
THENCE, NORTH 43°47'08" EAST 45.86 FEET;
THENCE, NORTH 36°27'43" EAST 81.12 FEET;
THENCE, NORTH 29°47'32" EAST 71.91 FEET;
THENCE, NORTH 30°21'04" EAST 33.51 FEET;
THENCE, NORTH 16°59'43" EAST 10.11 FEET;
THENCE, NORTH 47°18'50" EAST 12.41 FEET TO THE POINT OF BEGINNING FOR
THIS DESCRIPTION.

END OF DESCRIPTION



Michael P. Barbée
MICHAEL P. BARBEE
L.S. 5077
EXPIRES: JUNE 30, 1999